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INST NO 2003

045736

2003 MAY 16 P 4:08
LANCASTER COUNTY, NE

AVIGATION AND NOISE EASEMENT AND COVENANT AGREEMENT

INDENTURE made this 21 day of April, 2003, between Hubert H. Hall hereinafter called "Grantor", and Airport Authority of the City of Lincoln, a public body corporate and politic, hereinafter called "Airport Authority":

WHEREAS, Grantor is the owner in fee simple of a certain tract of land situated in Lancaster County, State of Nebraska, more particularly described as:

See attached Exhibit "A"

said tract of land being hereinafter referred to as "Grantor's Land"; and,

WHEREAS, Airport Authority, as an agency of the City of Lincoln, Nebraska, is the owner and operator of a public airport known as Lincoln Municipal Airport situated on land adjacent or in close proximity to the above-described property; and

WHEREAS, Grantor has agreed in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, to grant Airport Authority and City of Lincoln, Nebraska, the following Avigation and Noise Easement and Covenant Agreement for the right of flight and consequent aircraft noise over Grantor's Land.

NOW THIS INDENTURE, WITNESSETH:

Grantor, for himself, his heirs, successors and assigns, for the said consideration, hereby grants and conveys to the City of Lincoln, Nebraska, for the use of Airport Authority, its successors and assigns, a perpetual easement and right-of-way for the unobstructed and unrestricted flight of aircraft in, through and across the airspace over and above Grantor's Land, at any legally permissible altitude, and the right, to the extent permitted by

Johnson Law Office

law, to make noise and cause fumes and disturbance arising from the ground and flight operations of all civil and military aircraft to, from and upon Lincoln Municipal Airport, regardless of the means of propulsion.

And Grantor, for himself, his heirs, successors, and assigns, for the said consideration, does hereby grant and convey to Airport Authority, its agents, servants and employees, a continuing right and easement to mark, light, or to take any legal action necessary to prevent the erection or growth of any structure, tree or other object into the airspace above Grantor's Land which constitutes an obstruction to air navigation to, from or upon Lincoln Municipal Airport, together with the right of ingress to, egress from, and passage over Grantor's Land in any present or future clear zone approach area for said purposes.

The Grantor, for himself, his heirs, successors, and assigns, does hereby waive all right to and interest in any claim or cause of action against the Airport Authority or the City of Lincoln, arising out of or from any legally permissible noise, vibration, avigations, pollution, light or noise generated from, above or on airport property, or sonic disturbance of any description, caused by flight operations of civil and military aircraft regardless of the means of propulsion, to, from and upon Lincoln Municipal Airport, which may result in damage to land or to any person, structure or other property located upon Grantor's Land, excepting, however, any claim or cause of action for any damage or injury to person or property resulting from any aircraft, or object therefrom, falling on, propelled into, or striking any person or property on Grantor's land.

The Grantor, for the said consideration, further covenants and agrees, that if Grantor or his heirs, successors or assigns, should sell or alienate any portion of Grantor's Land, Grantor, his heirs, successors or assigns shall include in every deed or conveyance evidencing such sale or alienation, a recitation that the grant is subject to all covenants and conditions contained within this Avigation and Noise Easement and Covenant Agreement,

and further as a condition of such transaction, Grantor shall require each Grantee to include such recitation in any subsequent deed or conveyance of any of the property herein above described as Grantor's Land.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained.

It is understood and agreed that these covenants and agreements shall be binding upon the heirs, administrators, executors, and assigns of the Grantor, and that these covenants and agreements shall run with Grantor's Land.

TO HAVE AND TO HOLD said Avigation and Noise Easement and Covenant Agreement hereby granted unto the City of Lincoln for the use of the Airport Authority, its successors, and assigns, as appurtenant to the said Lincoln Municipal Airport and every part thereof.

IN WITNESS WHEREOF, the undersigned has caused his signature to be affixed this 21 day of April, 2003.

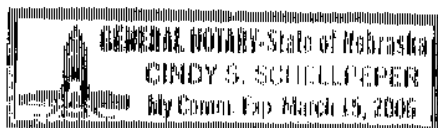
By: Hubert H. Hall
Hubert H. Hall

STATE OF NEBRASKA)
LANCASTER COUNTY) ss.

On this 21 day of April, 2003, before me, a duly appointed and qualified notary public, personally appeared Hubert H. Hall to me personally known to be the same and identical person who signed the above and foregoing instrument and he did acknowledge the execution thereof to be his voluntary act and deed.

WITNESS my hand and seal on the date last aforementioned.

Cindy S. Schellpeper
Notary Public



Lot 32 of
Irregular Tracts located in the Southeast Quarter of Section 18, Township 10 North,
Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska and more particularly
described as follows:

Referring to the Southwest corner of the Southeast Quarter of said Section 18;
THENCE in a Northerly direction, along the West line of the Southeast Quarter of said
Section 18, on an assumed bearing of North 00 degrees 45 minutes 21 seconds West
for a distance of 2348.95 feet to the Northwest corner of said Lot 32

THENCE North 88 degrees 49 minutes 52 seconds East, along the North line of
said Lot 32, for a distance of 2639.59 feet to the Northeast corner of said Lot 32
THENCE South 00 degrees 50 minutes 48 seconds East, along the East line of the
Southeast Quarter of said Section 18, for a distance of 2347.52 feet to the Southeast
corner of the Southeast Quarter of said Section 18

THENCE South 88 degrees 48 minutes 02 seconds West, along the South line of
the Southeast Quarter of said Section 18, for a distance of 2643.30 feet to the Point
of Beginning

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 142.39 acres more or less.

EXHIBIT "A"